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A C T

To enable *William Tufnell Jolliff*, Esquire, Lord of the Manor of *Barners*, otherwise *Barnersbury*, in *Islington*, in the County of *Middlesex*, to grant Building Leases of the Demefne Lands thereof, and to rate and assess Fines on certain Copyhold Lands within the said Manor, for encouraging the Tenants to build thereon.

Whereas Sir *William Halton*, of *Turnham-Green*, in the County of *Middlesex*, Baronet, deceased, made his last Will and Testament in Writing, bearing Date the Thirteenth Day of *January*, One thousand Seven hundred and Fifty-three, wherein taking Notice or reciting, That he was seised to him and his Heirs of the Manor of *Barnsbury*, otherwise *Barnardsbury*, but which is usually called or known by the Name of *Barners*, otherwise *Barnersbury*, in the Parish of *Saint Mary Islington* and County of *Middlesex*, and of the demefne Lands and Tenements thereto belonging, and of certain other Tenements and Hereditaments in the Parish of *Saint Andrew Holborn* and *Islington* aforesaid, in the said County of *Middlesex*, he did by his said Will give, devise and bequeath all his said Estates unto *Samuel Tufnell*, of *Langleys*, in the County of *Essex*, Esquire, and *Peter Basford*, of *Thavies-Inn*, *London*, Gentleman, their Heirs and Assigns, to the Uses, upon the Trusts, and under and subject to the Provisoos and Appointments therein after-mentioned, that is to say, as to the said Manor or Lordship and the demefne Lands and Tenements thereunto belonging, to the Use of his the said Testator's Godson, *William Tufnell Jolliff*, by the Name of *William Tufnell*, youngest Son of the said *Samuel Tufnell*, for his Life, with Remainder to the said Trustees and their Heirs, during the Life of the said *William Tufnell Jolliff*, in Trust to preserve the contingent Remainders; and after the Decease of the said *William Tufnell Jolliff*, then to the Use of his First and every other Son and Sons successively in Tail Male, with Remainder to the Use of *George Forster Tufnell*, (therein called *George Tufnell Forster*) Second Son of the said *Samuel Tufnell*, for Life, with Remainder to the said Trustees and their Heirs, during the Life of the said *George Forster Tufnell*, in Trust to preserve the contingent Remainders; and after the Decease of the said *George Forster Tufnell*, then to the Use of his First and every other Son and Sons in Tail Male, in the same manner as was before limited to the said *William Tufnell Jolliff* and his Heirs Male successively, with Remainder to the Heirs and Assigns of the Survivor of the said *William Tufnell Jolliff* and *George Forster Tufnell* for ever; and as to the said other Tenements and Hereditaments, to the Use of the said *George Forster Tufnell* (by the Name of *George Tufnell Forster*) for his Life, with Remainder to the said Trustees and their

Sir William
Halton's
Will.

to row
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enormous
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their Heirs, during the Life of the said *George Forster Tufnell*, in Trust to preserve the contingent Remainders; and after the Decease of the said *George Forster Tufnell*, then to the Use of his First and every other Son and Sons in Tail Male, as the said Manor was therein limited to the said *William Tufnell Jolliff* and his Heirs Male successively, with Remainder to the Use of the said *William Tufnell Jolliff*, by the Name of *William Tufnell*, for his Life, with Remainder to the said Trustees and their Heirs during the Life of the said *William Tufnell Jolliff*, in Trust to preserve the contingent Remainders; and after the Decease of the said *William Tufnell Jolliff*, then to his First and every other Son and Sons in Tail Male, in such manner as the same were limited to the said *George Forster Tufnell* and his Heirs Male successively, with Remainder to the Heirs and Assigns of the Survivor of them the said *George Forster Tufnell* and *William Tufnell Jolliff* for ever, with a Power for the said *William Tufnell Jolliff* and *George Forster Tufnell* and their Issue Male respectively, being in Possession of the Premises or any Part of them, by virtue of the said Will, to lease the same or any Part thereof for any Term or Terms of Years not exceeding Twenty-one Years in Possession and not in Reversion, under the best improved Rent; and the said Sir *William Hallon* appointed the said *George Forster Tufnell* and *Peter Basford* Executors of his Will, and who upon his Death duly proved the same:

3

Of what the
Manor consists.

to row
the galls
enormous
abundant

And whereas the said Manor or Lordship consists (amongst other Things) not only of the said demesne Lands thereunto belonging, but also of divers Copyhold Lands and Tenements, which now are, and from Time whereof the Memory of Man is not to the contrary, have been held of the said Manor by the Tenants thereof respectively for the Time being, by Copy of Court-Roll of the Lord of the said Manor by the Rod, at the Will of the said Lord according to the Custom thereof, and by and under the Rents and Services therefore due and of Right accustomed, and upon Payment of certain Fines at the Will of the Lord on the Death of such Tenants, and on their Alienation of their Copyhold Tenements respectively.

4

Building increased at
Wington.

And whereas, from the great Encrease of Building within the said Parish of *Islington*, and from the Situation of a considerable Part of the Lands and Grounds, Parcel of and within the said Manor, great Advantages might arise by granting Building Leases of several of the demesne Lands thereof, and by giving proper Encouragement to the Copyhold Tenants within the said Manor, to improve their Copyhold Tenements within the same by building thereon; but in regard the said *William Tufnell Jolliff* is by the Terms of the said Will disabled from granting Leases of any Part of the said demesne Lands for more than Twenty-one Years, and also from reducing the Fines to be paid for any Part of the said Copyhold Tenements so to be improved as aforesaid, otherwise than for his own Life only, and so as to induce any Person or Persons to build upon any of the said demesne Lands and Copyhold Tenements, without the Aid and Authority of Parliament;

Wherefore your Majesty's most dutiful and loyal Subject, the said *William Tufnell Jolliff*,

Doth humbly beseech your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords

5

Spiritual



Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *William Tufnell Jolliff* at any Time or Times hereafter, during his Life, by Indenture or Indentures under his Hand and Seal, to demise, lease or grant all or any Part or Parts of the said demesne Lands or Grounds to any Person or Persons who shall be willing to build upon the same respectively, for any Term or Number of Years not exceeding Ninety-nine Years, in Possession and not in Reversion, so as every such Grant or Lease of the said Premises be made in order to be built upon respectively, and so as in every such Lease or Leases so to be made, there be reserved or made payable half yearly or oftener, during the continuance of the Terms thereby to be granted respectively, the best or most improved Rent or Rents that can or may be reasonably had or gotten for the same, without taking any Sum of Money or other Thing by way of Fine, Income or Foregift, and so as the respective Lessees to whom such Leases shall be made respectively, do execute Counterparts thereof, and enter into proper Covenants to build and keep in repair the Messuages, Erections and Buildings intended and agreed to be erected and built upon the Ground thereby to be leased respectively, and to leave and surrender the same respectively, at the End of the Term and Terms in such Leases respectively to be granted, and so as in every such Lease there be inserted proper Powers and Conditions of Re-entry for Non-payment of the Rent and Rents thereby respectively to be reserved, and such other Clauses and Conditions, Provisoos, Covenants and Agreements, as are usual and requisite in Cases of the like Nature, and so as none of the said Leases be made dispunishable of Waste by any exprefs Words therein to be contained.

Power of
leasing the
demesne
Lands.

6 And be it further Enacted, by the Authority aforesaid, That in case any of the Copyhold Tenants of the said Manor shall at any Time hereafter be desirous of improving their Copyhold Tenements within the same, or any Part or Parts thereof, by building thereon for themselves respectively, or by leasing the same respectively, or any Part or Parts thereof, to any Person or Persons for the Purpose of being built upon, it shall and may be lawful to and for the said *William Tufnell Jolliff*, by any Writing or Agreement under his Hand and Seal, to rate or assess the Fines to be paid for or in respect of the Ground so proposed or intended to be built upon as aforesaid, or set apart for that Purpose, on the Death or Alienation of the Tenants thereof for the Time being respectively, so as such Fines respectively be the best or most reasonable Fines or Compositions that can be had or obtained for the same, and not less than a third Part of One full Year's value of the Buildings to be built thereon respectively, at the Time such Fines shall be respectively payable, and so as the same respectively shall not continue to be paid for any greater or other Term or Number of Years than the Term of Ninety-nine Years at the most, from the Times of rating or assessing the same respectively, and shall always remain and continue the same during the Term or Terms, or Number of Years so to be agreed upon as aforesaid, and so as that the Agreements so to be entered into in that behalf, be regularly entered in the Court Rolls or Books of the said Manor; and that during the Term or Terms, or Number of Years for which such Fines respectively shall be so agreed to be paid, the Ground so to be built upon or set apart for that Purpose as aforesaid, together with the Buildings thereon, and the Tenants thereof respectively, shall be exempt from the Payment of any other Fine or Fines on Death or Alienation as aforesaid, to the Lord of the said Manor in respect thereof, than what shall be specified or contained in such Agreements respectively.

Power of
rating or as-
sessing Fines
on the Copy-
hold Tene-
ments to be
built on.

Provided

Saving to the Lord.

Provided always, and be it further Enacted, by the Authority aforesaid, That after the End, or other sooner Determination of the Term or Terms for which such new or reduced Fine or Fines shall be so stipulated or agreed to be paid as aforesaid, the Premises, in respect of which the same shall be so agreed to be paid, shall be subject to such Fines on Death and Alienation, as the same would have been subject to if this Act had not been made; and that during such Term or Terms respectively, and also at and after the End or other sooner Determination thereof, the Premises therein comprized, and the Tenants thereof respectively, shall be subject and liable to all such other Fines, and also to all such Forfeitures, Rents, Duties, Customs and Services as the same respectively now are or would have been subject or liable to, in case this Act had not been made.

General Saving.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her and their respective Heirs, Successors, Executors and Administrators (other than and except the said *William Tufnell Jolliff* and *George Forster Tuffnell*, and the Heirs Male of their respective Bodies, and the Right Heirs of the Survivor of them the said *William Tufnell Jolliff* and *George Forster Tuffnell*, and the Trustees named in the said Will, to preserve the contingent Remainders thereby limited) all such Estate, Right, Title, Interest, Claims and Demands, of, in, to or out of the said demesne Lands and Copyhold Tenements so to be built upon or set apart for that Purpose as aforesaid, or any Part thereof, as they, or every, or any of them had before the passing of this Act, or could or might have had in case this Act had not been made.

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To enable *William Tufnell Jolliff*, Esquire, Lord of the Manor of *Barners*, otherwise *Barnerbury*, in *Uington*, in the County of *Middlesex*, to grant Building Leases of the Demesne Lands thereof, and to rate and assess Fines on certain Copyhold Lands within the said Manor, for encouraging the Tenants to build thereon.

[1768.]

